

Student Internship Affiliation Agreement
between
Temple High School and Temple Machine Shop, Inc.

This agreement is made and entered into this 1st day of August 2026 between Temple High School, Temple Independent School District [SCHOOL] and Temple Machine Shop, Inc. dba TMS Hydraulics [TMS].

The SCHOOL offers career preparation programs for its students to help provide for the future needs of the community and manufacturing industry. One of the career preparation programs offered at the SCHOOL is a course of study leading to careers in manufacturing and welding.

Whereas the parties intend by this agreement to set forth the terms and conditions of a manufacturing and welding education program for the students in the Manufacturing program at the SCHOOL so they may obtain the practical experience necessary to take the Level 1 Welding certification exam and to acquire the necessary skills to be workforce ready upon high school graduation.

Therefore, in consideration of the foregoing and the mutual promises set forth herein, the SCHOOL and TMS agree as follows:

I. RESPONSIBILITIES OF THE SCHOOL

- a. The SCHOOL, after consultation with appropriate representatives of TMS will provide to TMS discipline specific goals and objectives for the manufacturing program at least two weeks prior to the arrival of students to allow TMS time to properly plan for the arrival of the students.
- b. The SCHOOL and TMS together will plan the process for evaluation of the student experience.
- c. The SCHOOL will provide, at least two weeks in advance of the arrival of students, the names of the students, attendance dates and schedules to allow TMS time to accommodate the SCHOOL's students.
- d. The SCHOOL will inform and explain to its Manufacturing students and parents of the students that during the work-based experience at TMS they will be under the jurisdiction of the TMS officials for training purposes and they will follow TMS rules to the extent that such rules apply to the training program.
- e. The SCHOOL will provide approved instructor(s), acceptable to TMS, to accompany the students at all times while at TMS for the work-based experience.
- f. The SCHOOL will ensure that its students and instructor(s) shall wear an appropriate uniform and identification cards in keeping with the requirements of TMS, including but not limited to OSHA approved steel toe shoes and safety glasses.

- g. The SCHOOL will ensure that each student and the instructor(s) in the program meet the same immunization requirements as those applied to TMS employees. The SCHOOL maintains the records of such immunizations.
- h. The SCHOOL will determine the course of action when a student is determined to be unacceptable by the SCHOOL or TMS. The SCHOOL will withdraw a student from the work-based experience at TMS if, after consultation with TMS, the SCHOOL or TMS determines that such action be warranted. The SCHOOL shall be solely responsible to conduct the overall work-based education program for its students.
- i. The SCHOOL maintains insurance pursuant to Tex. Educ. Code § 29.187 (f) to protect TMS against liability for bodily injury and/or death sustained by a SCHOOL student while participating in the work-based experience at TMS.

II. RESPONSIBILITIES OF TMS

- a. To the extent possible and consistent with TMS's operations, TMS will provide a suitable environment of learning experiences and observation appropriate for the students relating to their training in a Manufacturing training program, in accordance with mutually agreed upon educational objectives and guidelines between the SCHOOL and TMS. To the extent reasonable and consistent with these educational objectives and guidelines, TMS agrees that the student use and operation of TMS manufacturing equipment will be incidental to the training; that such use and operation will be intermittent and for short periods of time and under the direct supervision of a qualified and experienced person; and that TMS will correlate its safety training and instruction with that provided by SCHOOL.
- b. TMS will provide the facilities, equipment and supplies which are necessary in the course of regular order/production activity in order to achieve the educational objectives of the training program and which may be required by federal and/or state law and regulations.
- c. TMS reserves the right, exercisable in its discretion after consultation with the SCHOOL, to exclude any student from its premises in the event that such student's conduct or state of health is deemed objectionable or detrimental to the proper administration of TMS, subject to the non-discrimination clause of this agreement.
- d. TMS will keep the SCHOOL informed of any policy changes which may affect the SCHOOL and its students.
- e. TMS agrees to provide reasonable cooperation to help ensure the success of the SCHOOL's training program.
- f. For students and instructors who incur program-related injuries while at TMS, TMS shall provide only initial emergency care while the students/ instructors are on the premises of TMS and students and instructors shall hold TMS harmless. Students and instructors will assume all related medical costs.

III. TERMS AND TERMINATION

- a. This agreement is for a term of one (1) school year beginning on August 1, 2026 through July 30, 2028 and may be renewed by mutual consent of the parties for additional terms of two (2) school years indefinitely.
- b. This agreement may be reviewed and/or amended for any reason by either party upon thirty (30) days written notice. Further, in the event of any breach, violation of law or regulations, or the occurrence or existence of any condition, practice, procedures, action, inaction or omission of, by or involving the SCHOOL faculty, staff and/or students which in the reasonable opinion of TMS constitutes either a threat to the safety and welfare of any TMS employee and/or staff, or a violation of any law, regulation, requirement, license, eligibility, or material agreement governing TMS's operation, then TMS shall have the right to summarily and immediately terminate this Agreement upon written notice to the SCHOOL delivered to the address set forth herein.
- c. Notice of termination to TMS shall be directed to:

Temple Machine Shop, Inc. dba TMS Hydraulics
1401 North 14th Street
Temple, TX 76501
254.774.8099 (phone)
254.774.9219 (fax)

IV. LIABILITY

- a. The SCHOOL agrees to purchase or provide insurance pursuant to Tex. Educ. Code § 29.187 (f) to protect TMS against liability for bodily injury and/or death of a student while participating in the program.
- b. The SCHOOL shall provide its usual Worker's Compensation Insurance or shall self-insure, covering employees of the SCHOOL. Said insurance policies shall provide that they are not cancellable and/or modifiable on less than thirty (30) days prior written notice to TMS.

V. NON-DISCRIMINATION

Each party shall be separately responsible for compliance with all anti-discrimination laws which may be applicable to their respective activities under this Agreement. Neither party shall discriminate against any student in the program on the basis of race, national origin, color, religious belief, sex, age, marital status, or disability.

VI. CONSIDERATION

- a. Under the terms of this agreement, neither party is obligated to make payments of any kind to either party.
- b. Services rendered by students covered under this Agreement are considered to be educational in nature, and therefore, no monetary compensation shall be paid to students by TMS. Nothing in the execution or performance of this Agreement shall be construed to establish an employee-employer, an agency,

a partnership or a joint venture relationship among the SCHOOL, TMS and the students.

VII. GOVERNING LAW

This agreement shall be governed and construed under the laws of the State of Texas.

VIII. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, and supersedes any and all prior understandings and agreements, oral or written, relating hereto. Any amendment hereof must be made in writing and agreed to by all parties.

IN WITNESS THEREOF, the authorized representatives of the parties hereto have executed this agreement.

For Temple Machine Shop, Inc. dba TMS Hydraulics

Michelle DiGaetano Signature

Michelle DiGaetano - President Printed name and Title

May 29, 2026 Date

For Temple High School, Temple Independent School District

Sara Bartlett Signature

Sara Bartlett Director Printed name and Title

May 29 Date